or estate, that the means of knowledge of this fact were so apparently within the reach of plaintiff's ir testate as to impose upon him the duty of using them,and mere passive good faith would not serve to excuse his willful ignorance. 21 AM. AND ENGLISH ENC OF LAW, 584. *Henneberry* v. *Morse*, 56 Ill. 394; *Converse* v. *Blumrich*, 14 Mich. 120, 90 Am. Dec. 230.

INSURANCE—MUTUAL BENEFIT SOCIETIES—FORFEITURE OF MEMBERSHIP IN A RELIGIOUS ORDER.—One James H. Barry was a member of a mutual benefit society. The by-laws required that a member, to be entitled to any benefits in the society, must be and remain a practical Catholic. In his application for membership Barry agreed that he would comply with the constitution and by-laws of the order. Subsequently he was married to plaintiff by a Protestant minister and she was substituted as beneficiary in the death benefit certificate At this time defendant had no knowledge as to the form of the marriage ceremony. Barry having died,plaintiff brings this action to recover on the benefit certificate. *Held*, That she could not recover. *Barry* v. *Order of Cath. Knights of Wisconsin* (1903), — Wis. —, 96 N. W. Rep. 797.

It was proven that by the rules of the Roman Catholic Church, marriage by a Protestant minister results in the ex-communication of the offender. Here, then, Barry was *ipso facto* ex-communicated by his own act and being no longer a practical Catholic, the liability of the defendant ceased. In reply to the contention that the by-laws were contrary to the policy of the law, in that the rights of the plaintiff are made to depend on religious tests, the court remarks: "The objection seems puerile. Membership is purely voluntary . . . . and all men may make contracts as they choose so long as they be not contrary to law or public policy." *Franta* v. *Cath. Union* 63 S. W. Rep. 1100, 86 Am. St Rep. 611, 54 L. R. A. 723; *Mazurkiewicz* v *Society*, 127 Mich. 145, 86 N. W. Rep. 543, 54 L. R. A. 727; The doctrine of the case would seem to be unquestioned.

JUDGMENTS—JUDICIAL ERRORS—CORRECTION AT SUBSEQUENT TERM.—Complainant and defendant in assumpsit. The court allowed one item of $300 and disallowed the others. A paper called "Memorandum on Which Judgment is Based" was filed in court by the judge, stating that the court allowed the $300 item and disallowed the others, and ended with the words "Judgment for plaintiff to recover $300 and costs." Entry was made on the file in the case "Judgment for plaintiff to recover $300." No formal judgment was ever entered up, but at the following term on motion by plaintiff and hearing the court ordered judgment for $400 50 to be formally entered up, all over $300 being for interest on the debt, which the court found it had by oversight and mistake accidentally omitted to add to the item allowed. *Held*, that the court had no power to thus correct at a subsequent term. *Goldreyer* v. *Cronan* (1903,) — Conn. —, 55 Atl. Rep. 594.

That courts, after the term, have power to supply omissions in a judgment, and to reform and perfect it, so as to make it conform exactly to the judgment intended to be given,but can not amend to correct judicial errors or to enter a judgment which was neither in fact rendered nor intended to be rendered, is a recognized principle. BLACK ON JUDGMENTS, § 154. See *Tayler* v. *Aspinwall*, 73 Conn. 493. A final judgment at a subsequent term is not amendable except as to matters of form and clerical errors. *Botkin* v. *Pickaway County Com'rs*, 13 Am. Dec. 630; *Ivey* v. *Gilder*, 119 Ala 495. In this case the court held the omission of interest was a mistake judicial in nature and not clerical. The judge by signing the memoranda announced in

effect that he found the damages to be $300. No further action of the court was necessary to entitle plaintiff to the entry of a formal judgment of $300, damages and costs, The entry of judgment made by the judge was a true record of the judgment actually rendered, which can not be corrected at a subsequent term to include interest.

JUSTICE COURT JUDGMENT—EXECUTION—TRANSCRIPT—FILING IN CIRCUIT COURT—VALIDITY —Execution was issued on a justice court judgment and delivered to a constable to serve. Return was made with the indorsement: "Demand made August 7, 1894: return execution; no part satisfied; August—, 1894." A transcript of the judgment was then filed in the office of the clerk of the circuit court of that county. Execution was issued on the transcript and levied on the debtor's real estate, which was later sold at a sheriff's sale. In an action to set aside such sale, *Held*, that the return was insufficient to authorize the filing of the transcript, and execution issued thereon and consequent sale were void. *Merrick et. al.* v. *Carter* (1903),—Ill.—, 68 N. E. 750.

The justice act provides that when it shall appear by the return of the execution that the defendant has not personal property within the county sufficient to satisfy the judgment and costs and the plaintiff desires to have the same levied on real property, it shall be lawful for the justice to certify to the clerk of the circuit court a transcript which shall have the effect of a judgment in said court, and execution shall issue out of that court. Such a return as was made in this case falls short of the requirements of a proper return according to the act. A proper return is a precedent to the right to file a transcript with the circuit clerk. *Wooters* v. *Joseph*, 137 Ill. 113; *Hobson* v. *McCambridge*, 130 Ill. 367. The court said this return might have been true and yet the defendant might have had ample personal property in the county to satisfy the execution. Other instances similar to this are found in *McDowell* v *Clark*, 68 N. C. 118, where "wholly unsatisfied" was held to be insufficient, and in *Langford* v. *Few*, 146 Mo. 152, where the holding was similar as to the return "not satisfied."

LANDLORD AND TENANT—HOTEL—FIRE ESCAPE—DUTY TO CONSTRUCT.—Defendants were the owners in fee of two dwelling houses, which they had leased as one building, for ten years, to be used and occupied as a hotel, and for no other purpose without their written assent. All repairs were to be made by the lessees upon obtaining the consent of the lessors.

The plaintiff was a lodger occupying a room on the third floor of the building, and because of the lack of fire escapes, was compelled to jump to the pavement below, to escape from the burning building. Plaintiff suffered severe injuries and brought suit to recover for the negligence of the defendant, in not providing fire escapes as required by law. *Held*, under the law providing that it shall be the duty of the owner, proprietor, lessee or keeper of every hotel, etc., to construct fire escapes, and making it a misdemeanor for the owner, proprietor, lessee or manager of any building within the terms of the act to neglect or refuse to comply therewith, the duty of constructing a fire escape upon a building leased for hotel purposes rests on the lessee, and not on the owner or lessor. *Johnson* v. *Snow* (1903),—Mo.—, 76 S W. Rep. 675.

As a rule it is the duty of the tenant to keep the premises free from defects which may prove injurious to others. See *City of Lowell* v *Spaulding*, 4 Cushing 277, 50 Am. Dec. 75 and notes. But when the premises are in a defective condition at the time of the lease and are to be used in the manner contemplated by the parties, the duty rests upon the lessor and not upon the